

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: October 26, 2009

2525 EAST CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
TELEPHONE: (602) 255-6000
FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-23732/1158070981

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

Reginald Ashford, Reginald W. Ashford, Jr.
Debtors.

Mortgage Electronic Registration Systems, Inc.,
solely as nominee for America's Servicing
Company its successors and/or assigns.
Movant,

vs.

Reginald Ashford, Reginald W. Ashford, Jr.,
Debtors, Lawrence J. Warfield, Trustee.

Respondents.

No. 2:09-BK-22528-RTBP

Chapter

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated February 14, 2007 and recorded in the office of the
3 Yavapai County Recorder wherein Mortgage Electronic Registration Systems, Inc., solely as nominee for
4 America's Servicing Company its successors and/or assigns. is the current beneficiary and Reginald
5 Ashford, Reginald W. Ashford, Jr. have an interest in, further described as:

6 Lot 13, 16 and the West 16 Feet of Lot 12, MONTEZUMA PARK, according to the Plat of
7 Record in the Office of the County Recorder of Yavapai County, Arizona, Recorded in Book 8, of
8 Maps, Page 72.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.

16 DATED this ____ day of _____, 2009.

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JUDGE OF THE U.S. BANKRUPTCY COURT
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